



Order under Section 31 Residential Tenancies Act, 2006

Citation: Ferk v Ottawa Community Housing Corporation, 2026 ONLTB 28838

Date: 2026-06-12

File Number: LTB-T-012287-23

In the matter of: 1458 Station Boulevard
Ottawa ON K1G0M1

Between: Crystal Ferk Tenant

And

Ottawa Community Housing Corporation Landlord

Crystal Ferk (the 'Tenant') applied for an order determining that Ottawa Community Housing Corporation (the 'Landlord'):

- entered the rental unit illegally.
- altered the locking system on a door giving entry to the rental unit or residential complex without giving the Tenant replacement keys.
- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.
- failed to meet the Landlord's maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application came before another Member on March 27, 2023 with respect to a preliminary issue regarding changing of the locks which resulted in interim order LTB-T-012287-23-IN-2 issued on April 12, 2023.

The remainder of the application was heard by videoconference before me on June 5, 2023, June 6, 2025, August 13, 2025, and October 8, 2025. The parties agreed that the Member who issued interim order LTB-T-012287-23-IN-2 was not seized of this matter.

The Landlord's agent, Michelle Parisien, the Landlord's representative, Gabriel Cormier, the Tenant, and the Tenant's representative, Roderic McRandall, attended the hearing. Claude Lousseise attended the hearing as a witness for the Landlord.

Determinations:

1. As explained below, the Tenant proved some of the allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$5,677.09.
2. By way of background, it is uncontested that maintenance issues arose in the rental unit involving mould which required the Tenant to reside away from the rental unit commencing July 18, 2022 while the Landlord effected repairs. The Tenant resumed residing in the rental unit in June 2023 and subsequently moved out in November 2023.
3. This application was filed on February 7, 2023 and pertains to the period up to June 2023 when the Tenant resumed residing in the rental unit.

Partial Resolution

4. At the hearing, the Landlord indicated that they had already consented to paying the Tenant \$5,030.48 with respect to the following items:
 - \$426.00 for hygiene items and clothes (line 47 on DOC-5047257)
 - \$211.53 for pharmacy items
 - \$398.00 for gas utilities (line 45 on DOC-5047257)
 - \$760.00 for groceries (line 46 on DOC-5047257)
 - \$600.00 for dog care
 - \$790.34 for school supplies (line 35 on DOC-5047257)
 - \$573.93 for fall clothing for child 1 (line 36 on DOC-5047257)
 - \$450.50 for fall clothing for child 2 (line 37 on DOC-5047257)
 - \$702.64 for shoes and rain boots (line 38 on DOC-5047257)
 - \$117.54 for cat carriers (line 53 on DOC-5047257)
5. During the course of the hearing, the Landlord also consented to paying the Tenant:
 - \$398.61 for electricity the Tenant paid at the rental unit when the Tenant was unable to occupy the rental unit.
 - \$200.00 for Rogers expenses from July to September 2022.
6. As a result, the total amount the Landlord consented to paying the Tenant is \$5,629.09.

Changing Locks

7. Although interim order LTB-T-012287-23-IN-2 issued on April 12, 2023 found that the Landlord unlawfully changed the locks on October 17, 2022, it acknowledged the health and safety circumstances under which this occurred. This is evidenced by the wording in the order at paragraph 13 and by the fact that the order did not require the Landlord to provide keys to the Tenant immediately, but ordered the Landlord to provide them several months later, July 31, 2023, when the Landlord expected remediation of the rental unit to be complete.
8. I also recognize the health and safety concerns which caused the Landlord to change the locks. The Landlord changed the locks and restricted access to the rental unit upon the

recommendation of the environmental consultant the Landlord retained whose report dated October 13, 2022 states:

As soon as reasonably achievable the residence should be isolated until remediation scope of work can be effectively performed. Access should be restricted to those with appropriate PPE including respirator (P-100 filters) and protective clothing.

9. I am also mindful that the Tenant had not been residing in the rental unit since July 18, 2026 when the locks were changed on October 17, 2022 and that the Landlord was paying for the Tenant's alternative accommodation.
10. I also note that the Landlord notified the Tenant on October 14, 2026 that they would be changing the locks to the rental unit in accordance with the recommendation from the environmental consultant and that the Landlord offered to retrieve anything from the rental unit for the Tenant.
11. I accept that the locks were changed for the Tenant's own protection and that the Landlord changed the locks so that they could fulfil their obligation to maintain the rental unit. I also find that the Landlord minimized the impact on the Tenant by forewarning them of their intention to change the locks, explaining their reasons for doing so, and by agreeing to retrieve anything from the rental unit the Tenant required.
12. In light of the above, while I find that the Landlord did not have lawful authority under the Act to change the locks, I find no compensation to the Tenant for this is warranted in the particular circumstances of this case.
13. As a result, while the application is granted with respect to finding that the Landlord breached their obligations under the Act with respect to changing the locks, no remedy is ordered.
14. If I am incorrect in finding that no remedy is warranted for the Landlord's breach, I would find the appropriate remedy to be \$1.00 given the subsidy of changing the locks and the minimal impact on the Tenant.

Illegal Entry

15. I am not persuaded that the Landlord entered the rental unit illegally on October 24, 2022. The Tenant was not residing in the rental unit at that time so the Landlord could effect repairs. I find that the Tenant gave the Landlord implicit consent to enter the rental unit to effect repairs and that the entry was therefore lawful.
16. As a result, this portion of the application is dismissed.
17. If I am incorrect on this point and the entry was unlawful, I find that the unlawful entry had no impact on the Tenant because they were not residing in the rental unit at that time and that no compensation for this unlawful entry is warranted.
18. Again, if I am incorrect in finding that no remedy is warranted for the Landlord's breach, I would find the appropriate remedy to be \$1.00 given the minimal impact on the Tenant.

Substantial Interference

19. While the Tenant's T2 pleadings with respect to substantial interference are not particularly clear, the Tenant argued at the hearing that the Landlord substantially interfered with their reasonable enjoyment by not properly caring for their personal property such that their personal property was damaged and needed to be replaced.
20. I am not persuaded on a balance of probabilities that the Tenant has established that their personal property was damaged. The Tenant focused much of their testimony on how the work in the rental unit was not conducted properly, however most of this is immaterial absent a finding that their personal property was damaged. Having said that, I am not persuaded that the work was not conducted properly. Shortly after the Tenant left the rental unit on July 18, 2022, the Landlord's contractor cordoned off areas of the rental unit with tarps and tape and installed air scrubbers to create negative air pressure in the potentially contaminated areas of the rental unit. Although the Tenant testified that she did not believe this work was done properly (e.g. scrubbers were not always on, tape on the tarps coming loose), there was no evidence to suggest that the work did not achieve the desired results. That the work was not done perfectly does not mean that it was not done sufficiently.
21. With respect to the Tenant's personal possessions, the Landlord employed contractors who engaged in an extensive decontamination process with respect to the Tenant's goods. The decontamination process, including pictures, is set out in the report from Greenough Environmental Consulting dated March 9, 2023. Their preliminary report dated February 13, 2023 states that the mould sampling of personal property indicates "low counts for toxigenic mould species", that the spore counts were not a concern, and that there was no active mould amplification associated with the items tested.
22. The Tenant maintained that the items were not decontaminated because they smelled bad and did not look clean.
23. The Landlord replied to this assertion by stating that there was a difference between decontaminating and cleaning. Decontamination involved HEPA vacuuming and wiping with a conrobium product, cleaning was a more extensive process which the Landlord did not undertake.
24. The Tenant submitted photos into evidence, however, these photos did not show obvious signs of mould and I did not find them to be supportive of the Tenant's allegation that the property was damaged.
25. Ultimately, I found the documentary evidence from the Landlord's contractors to be more persuasive with respect to the status of the Tenant's goods than the Tenant's testimony. These documents indicated that the Tenant's property was not damaged by mould. The Tenant bears the onus of proving that the property was damaged and they have not met this burden.
26. As a result, I was not persuaded that the Tenant provided sufficient evidence to establish that their personal property was damaged and this portion of the Tenant's application is dismissed.

27. I should also note that all the dated receipts for the replacement property the Tenant states they had to buy were dated for August and September 2022. It is not clear to me why the Tenant did not seek to retrieve items from the rental unit at that time rather than buying new items. While this raises concerns regarding mitigation, I do not need to consider this as I am not persuaded that the Tenant has established that their items were damaged.
28. The Tenant also alleges that the storing of their items after they were cleaned by the Landlord's contractors was inadequate and caused damage to their property, however, there was no persuasive evidence of this. The Tenant's photographs did not identify any noteworthy damage.

Harassment, etc.

29. The Tenant alleges that the Landlord harassed, coerced, obstructed, threatened or interfered with the Tenant by:
- ignoring the Tenant's concerns about mould
 - giving the Tenant "arbitrary deadlines" for the Tenant to provide consent for the Landlord to remove items from the rental unit so remediation work could occur, failing which the Landlord would take "unilateral action" with respect to the items in the rental unit
 - changing the locks
 - inaccurately telling the Tenant in July 2022 that the mould issue had been resolved
 - trying to get the Tenant to sign legal release and nondisclosure agreements
30. I am not persuaded that any of these allegations, even if true, constitute harassment, etc. These allegations, including changing of the locks addressed more fulsomely above, lack the animus that forms the basis for this type of claim.
31. In addition, I am not persuaded that the Landlord ignored the Tenant's concerns about mould in the rental unit.
32. There was a sewage backup in October 2021 which the Landlord rectified at that time.
33. On July 6, 2022, the Tenant reported a mouldy smell, damaged baseboard, and rippled wall in the bathroom by sending an email to an employee of the Landlord, Jacques Bolduc. The Tenant sent the email to Mr. Bolduc in the hopes of receiving a quicker response than going through the regular maintenance request process, however Mr. Bolduc was on vacation (as evidenced by the auto reply the Tenant received) and did not respond until July 11, 2022 when he returned. After consulting with the Tenant regarding attendance at the rental unit, Mr. Bolduc attended the rental unit on July 13, 2022 for an initial inspection and then had a professional contractor, Xpertek, attend the rental unit that same day.
34. Xpertek cut an investigatory hole in the drywall and replaced a portion of the plumbing stack on July 13, 2022.
35. The Tenant requested air testing for mould on July 14, 2022 and the Landlord had testing done on July 15, 2022. The results of the mould testing were expected on July 18, 2022, but

the Tenant relocated to an Airbnb on July 18, 2022 and did not reside in the rental unit again until June 2023.

36. It is clear from the Landlord's initial response and the ongoing communication between the parties after the Tenant stopped residing in the rental unit, that the Landlord was very attentive to the Tenant's concerns regarding mould. As a result, I see no merit to the allegation that the Landlord ignored the Tenant's concerns regarding mould.
37. I am also not persuaded that the Landlord gave the Tenant "arbitrary deadlines" with respect to obtaining the Tenant's consent to remove possessions from the rental unit so that remediation work could be completed. The Tenant was advised on November 24, 2022 that the contents of the rental unit would need to be removed to complete the remediation work. The parties engaged in extensive negotiations thereafter and the Tenant's personal property was ultimately removed from the rental unit on January 30, 2023.
38. As a result, the application is dismissed with respect to the Tenant's allegation of the Landlord harassed, coerced, obstructed, threatened or interfered with the Tenant.

Failure to Maintain

39. In *Onyskiw v. CJM Property Management Ltd.*, 2016 ONCA 477, the Court of Appeal held that the Board should take a contextual approach and consider the entirety of the factual situation in determining whether there was a breach of the landlord's maintenance obligations, including whether the landlord responded to the maintenance issue reasonably in the circumstances. The court rejected the submission that a landlord is automatically in breach of its maintenance obligation as soon as an interruption in service occurs. In this case, I am not persuaded the Landlord breached their maintenance obligations under the Act for the reasons set out below.
40. The Tenant's T6 application states that the Landlord was first informed about the problem on July 6, 2022.
41. The Tenant moved out of the rental unit on July 18, 2022 and the Landlord paid for the Tenant's alternative accommodation from that time until the Tenant moved back in in June 2023.
42. While I acknowledge that remediation of the rental unit took an extraordinary length of time, no evidence was led or obtained on cross-examination suggesting that the Landlord did not pursue the remediation work in a reasonable manner. I cannot infer simply from the length of time itself that the Landlord took too long to complete the work. Without some evidentiary basis to find that the Landlord delayed completing repairs, I cannot find that they did so.
43. The Landlord also took steps to ameliorate the impact the maintenance issues had on the Tenant by paying for their alternate accommodation etc.
44. In light of the above, and in keeping with *Onyskiw*, I find that the Landlord responded to the maintenance issues reasonably in the circumstances and that the Landlord was not in breach of their maintenance obligations under the Act. If I am wrong on this point, I find that no compensation is warranted because the Landlord paid for the Tenant's alternative accommodations until the maintenance issues were resolved.

45. As a result, this portion of the application is dismissed.

Remedies

46. Given that that the Landlord agreed to pay the Tenant \$5,030.48 prior to the hearing and agreed to pay an additional \$598.61 during the course of the hearing, I find it appropriate to order the Landlord to pay the Tenant \$5,629.09.

47. I do not find it appropriate to order any of the other remedies requested. The primary reason for this is that, with the exception of the changing of the locks discussed at length above (for which I do not find any compensation warranted for the reasons stated), the Tenant has not established that the Landlord breached any of their other obligations under the Act.

48. Moreover, the Tenant's request to be compensated for legal expenses runs contrary to Interpretation Guideline 3 which limits costs unless there is unreasonable conduct during the proceeding. Most of the legal expenses the Tenant wishes to be compensated for arose prior to the commencement of the proceeding and there was no suggestion that the Landlord conducted themselves inappropriately in the Board's proceedings to warrant a costs award. As a result, a costs award would be inappropriate.

49. The Tenant's request for an abatement of rent is also not warranted given that the Landlord paid (or has agreed during the course of these proceedings to pay) for the Tenant's alternate accommodation and out-of-pocket expenses related to accommodation.

50. The Tenant's request to be compensated for lost income is also not justified. I have no doubt that the discovery of mould in the rental unit and the sequela that followed were a horrible experience for the Tenant and that the Tenant experienced some financial loss because of what happened, however, the Tenant has not established lawful grounds by which those losses ought to be transferred to the Landlord. The Landlord responded to the problems appropriately and did their best to mitigate harm to the Tenant.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is \$5,677.09. This amount represents:
 - \$5,629.09 representing the amount the Landlord conceded at the hearing.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by June 22, 2026.
3. If the Landlord does not pay the Tenant the full amount owing by June 22, 2026 the Landlord will owe interest. This will be simple interest calculated from June 23, 2026 at 4.00% annually on the balance outstanding.

June 12, 2026
Date Issued

Richard Ferriss
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.